

FAX transmission

DATE: March 14, 1995**FROM:** HARRY BOADWEE

■ FENWICK & WEST
Two Palo Alto Square
Palo Alto, CA 94306
(415) 858-7188
(415) 424-0859 Fax

	Fax Number
TO: Mr. Brewster Kahle Wide Area Information Servers, Inc.	(415) 327-6513
Christopher Younger, Esq. Wilson, Sonsini, Goodrich & Rosati	(415) 496-4085

NO. PAGES: 2, (including cover page)**ACCOUNT NO.:** 19649-00100

■ **Message:**

Attached is a fully executed copy of the Nondisclosure Agreement between AOL and WAIS. We will be in touch with Chris Younger with respect to commencing our due diligence.

IF YOU DO NOT RECEIVE THE CORRECT NUMBER OF PAGES, OR IF THEY ARE NOT CLEAR, PLEASE CALL THE SENDER AT (415) 858-7188 OR SUE BRODSKY AT (415) 494-0600, EXT. 488.

The information contained in this facsimile message is privileged and confidential information intended only for the use of the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made as of March 9, 1995, by and between America Online, Inc., a Delaware corporation ("AOL") and Wide Area Information Servers, Inc., a California Corporation ("WAIS").

In connection with AOL's consideration of a possible transaction with WAIS as set forth in that certain Letter of Intent, dated February 24, 1995 (the "Letter of Intent"), AOL has requested information concerning WAIS. As a condition to AOL's being furnished such information, AOL agrees to treat any information concerning WAIS which is furnished to AOL by or on behalf of WAIS (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this Agreement. The term "Evaluation Material" does not include information which (i) is already in AOL's possession, provided that such information is not known by AOL to be subject to another obligation of secrecy to WAIS, (ii) is or becomes publicly available other than as a result of a disclosure by AOL or AOL's directors, officers, employees, agents or advisors, (iii) becomes available to AOL on a non-confidential basis from a source other than WAIS or its directors, officers, employees, agents or advisors, or (iv) is required by law to be disclosed.

AOL hereby agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction between WAIS and AOL, and that such information will be kept strictly confidential by AOL; provided, that any of such information may be disclosed to AOL's directors, officers, employees, agents and advisors who need to know such information for the purpose of evaluating any such possible transaction between WAIS and AOL, it being understood that such directors, officers, employees, agents and advisors shall be informed by AOL of the confidential nature of such information and shall be directed by AOL to treat such information confidentially.

This Agreement (i) may be modified or waived only in a writing signed by both parties; (ii) may be executed in counterparts and the counterparts together will constitute a single, fully-executed original; (iii) shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to its conflict of laws rules; and (iv) shall terminate two years after the date hereof.

AOL agrees that any violation or threatened violation of this Agreement may cause irreparable injury to WAIS, entitling WAIS to seek injunctive relief in addition to all other legal remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AMERICA ONLINE, INC.

By: [Signature]

Its: SVP

WIDE AREA INFORMATION
SERVERS, INC.

By: [Signature]

Its: President

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made as of March 9, 1995, by and between America Online, Inc., a Delaware corporation ("AOL") and Wide Area Information Servers, Inc., a California Corporation ("WAIS").

In connection with AOL's consideration of a possible transaction with WAIS as set forth in that certain Letter of Intent, dated February 24, 1995 (the "Letter of Intent"), AOL has requested information concerning WAIS. As a condition to AOL's being furnished such information, AOL agrees to treat any information concerning WAIS which is furnished to AOL by or on behalf of WAIS (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this Agreement. The term "Evaluation Material" does not include information which (i) is already in AOL's possession, provided that such information is not known by AOL to be subject to another obligation of secrecy to WAIS, (ii) is or becomes publicly available other than as a result of a disclosure by AOL or AOL's directors, officers, employees, agents or advisors, (iii) becomes available to AOL on a non-confidential basis from a source other than WAIS or its directors, officers, employees, agents or advisors, or (iv) is required by law to be disclosed.

AOL hereby agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction between WAIS and AOL, and that such information will be kept strictly confidential by AOL; provided, that any of such information may be disclosed to AOL's directors, officers, employees, agents and advisors who need to know such information for the purpose of evaluating any such possible transaction between WAIS and AOL, it being understood that such directors, officers, employees, agents and advisors shall be informed by AOL of the confidential nature of such information and shall be directed by AOL to treat such information confidentially.

This Agreement (i) may be modified or waived only in a writing signed by both parties; (ii) may be executed in counterparts and the counterparts together will constitute a single, fully-executed original, (iii) shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to its conflict of laws rules, and (iv) shall terminate two years after the date hereof.

AOL agrees that any violation or threatened violation of this Agreement may cause irreparable injury to WAIS, entitling WAIS to seek injunctive relief in addition to all other legal remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AMERICA ONLINE, INC.

**WIDE AREA INFORMATION
SERVERS, INC.**

By: _____

By: BD

Its: _____

Its: President